

Toronto International Boat Show

January 20 - 29, 2023

Contract Number: _____



Exhibitor Application for Space

Canadian Boat Shows

14 McEwan Dr. W., Unit 8, Bolton, ON L7E 1H1

Phone: 905-951-0009 Fax: 855-263-8675

HST# 833398068

Company Name: _____

Address: _____
City Prov/State Postal Code/Zip

Phone: _____ Cell: _____

Fax: _____ Web: _____

Company Contact: _____ Contact Email: _____

BILL TO Company Name: _____ Phone: _____

Address: _____
City Prov/State Postal Code/Zip

Billing Contact: _____ Billing Contact Email: _____

Boating Ontario/NMMA Member				Non-Member			
Discounted Rates (E-transfer, cheque, cash, wire)		Rates (credit card)		Discounted Rates (E-transfer cheque, cash, wire)		Rates (credit card)	
\$20.85	Booth (minimum 100 sq.ft.)	\$21.50	Booth (minimum 100 sq.ft.)	\$22.95	Booth (minimum 100 sq.ft.)	\$23.65	Booth (minimum 100 sq.ft.)
\$12.25	Bulk (minimum 500 sq.ft.)	\$12.60	Bulk (minimum 500 sq.ft.)	\$13.35	Bulk (minimum 500 sq.ft.)	\$13.75	Bulk (minimum 500 sq.ft.)
Boating Ontario and NMMA members: In order to receive member rate for exhibit space, membership dues must be paid by September 1, 2022							
Product	Booth # - Dimensions	Total Sq Ft	Rate	Amount			
Deposit Schedule:			25% Due by Aug 15/22	HST (13%)			
			25% Due by Oct 14/22	Liability Insurance *	\$159.00		
			50% Due by Dec 16/22	Total			

To Be Completed By Exhibitor

Square footage request for 2023 Show: _____

What products/services will you be exhibiting? (only products listed may be promoted) _____

Please list brand names for BOATS: _____

Our company is a: Manufacturer Wholesaler Marine Services Dealer Retailer and/or Marina Other

We intend to retail "over the counter" at our exhibit.

All 2023 in-person exhibits include a digital space

100 – 499 sq ft: Tier 3, 500 – 2,000 sq ft: Tier 2, 2,001 sq ft & over: Tier 1.

Exhibitor Insurance

All exhibitors and contractors are required to carry commercial general liability insurance of not less than \$2 million, covering move in/out and show dates. **Policy must include the following insureds:** Toronto International Boat Show, Canadian Boat Shows Inc., City of Toronto, The Board of Governors of Exhibition Place, Enercare Inc., Maple Leaf Sports & Entertainment Partnership, BPC Coliseum Inc., OVG Hospitality, Sypher & Associates Field Engineering Ltd., and their respective directors, officers and employees (collectively the "indemnifies").

*Exhibit space contract includes \$2 million liability coverage for \$159 (Canadian Funds). It does not include property or product coverage. Exhibitors that provide a copy of their insurance certificate and meet the requirements by December 15, 2022 will receive a refund of \$159 from Canadian Boat Shows.

Appointed Contractors Insurance – Please Check One

We have Appointed Contractors who will provide their proof of insurance. Our Appointed Contractors are: _____

We do not have any Appointed Contractors assisting with our space/display.

Payment Information

Rates are in Canadian Funds	Cheques payable to Canadian Boat Shows
Payments made in U.S. Funds additional 3% of total contract	13% HST (Harmonized Sales Tax) to be applied to the above rates
For alternative payment options (wire, E-transfer, credit card) contact Wendy at wmccarroll@canadianboatshows.com or 905-951-4052	

By signing and submitting this form to Canadian Boat Shows (CBS), the Exhibitor acknowledges, agrees and consents to receipt of notices from CBS and its suppliers electronically or by facsimile, using the contact information set forth. If you wish to keep your email private notify TIBS@canadianboatshows.com.

Once CBS executes the application it becomes a binding contract between CBS and the Exhibitor and includes all Terms & Conditions, Rules & Regulations and Display Guidelines as outlined on this document and Exhibitor Kit. The Exhibitor agrees to be bound by all such Terms & Conditions, Rules & Regulations, Display Guidelines.

Your Name: _____ Signature: _____ Date: _____

Canadian Boat Shows Signature: _____ Date: _____

2023 TORONTO INTERNATIONAL BOAT SHOW TERMS & CONDITIONS

1. ADMISSIBLE EXHIBITS

- a) Exhibitor agrees to display only marine, outdoor and cottage related products. For boats, exhibitor agrees to display only new, unused current-model-year. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show. In the categories of power and sail boats the Toronto Boat Show permits each brand to be displayed in one exhibit space. Admissible exhibits (boats) may be amended at any time subject to the assessment of the market conditions. Any changes to model-year admissible boats will be communicated in the exhibitor newsletter.
- b) Canadian Boat Shows Inc. (CBSI) reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to them, any product, merchandise, signage, or display material other than that specified in this application.
- c) Exhibitor agrees that CBSI may remove any exhibits that it determines are of a disruptive, objectionable, or inappropriate nature.
- d) All Exhibitor Listing content shall be the responsibility of the Exhibitor and the Exhibitor assumes full and complete responsibility and liability for all content included, submitted, or published on the Listing Platform by the Exhibitor.
- e) Please refer to the shows' Display Guidelines for information on the installation, construction, and character of exhibits.

2. PAYMENT FOR SPACE

- a) Member rate applies only to space occupied by the member's own products.
- b) All Exhibitor accounts with CBSI must be paid in full, by cheque, cash, wire no later than 30 days in advance of opening day. This includes payments for space deposits and any other balance due to CBSI. Exhibitors who are not paid in full on all balances due to CBSI as described above will be deemed to have cancelled the space contract for this show and will forfeit any deposits already made.
- c) Boating Ontario Members and NMMA Members must be in good standing by September 1st 2022.
- d) Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind and are subject to space re-assignment, cutback, or cancellation without credit or refund.

3. EXHIBITOR CANCELLATIONS, CUTBACKS, and SPACE CHANGES

- a) Should the Exhibitor wish to cancel this contract after a contract has been signed by CBSI, the Exhibitor must contact CBSI and notice of the cutback or cancellation must be confirmed by CBSI. A contract cancellation penalty representing all or a portion of the total contact price will be assessed according to the following formula:

25% contract penalty—91 days or more prior to the first day of move-in/set-up.

50% contract penalty—90 days or less prior to the first day of move-in/set-up.

75% contract penalty—60 days or less prior to the first day of move-in/set-up.

100% contract penalty—30 days or less prior to the first day of move-in/set-up.

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. This credit may be applied to any outstanding invoice for a past CBSI Show or service or used as a deposit for future show space. Credits will not be paid in cash. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a cheque for this shortfall to CBSI once the cancellation or cutback has been confirmed.

- b) For all Exhibitors requesting a space reduction, CBSI reserves the right to relocate the exhibit or reconfigure it as determined by CBSI. In the event that show space must be reallocated after contracts have been accepted and signed, CBSI has the right to relocate the Exhibitor's space.

4. ACTS OF GOD

CBSI shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, snowstorms, fire, flood, earthquakes, hurricanes, and tornadoes) or other events beyond CBSI's control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or pandemic/infectious disease including COVID-19 & variants). If such events prevent Exhibitor's In-Person Show space being made available to Exhibitor, the Digital component of the 2023 show will proceed as scheduled. CBSI shall transfer to the rescheduled 2023 or 2024 Toronto Boat Show, or return to Exhibitor payments made by Exhibitor after deducting a fee towards the Digital Platform according to the schedule:

100 sq ft – 499 sq ft = \$1.00 per sq ft maximum \$499

500 sq ft – 2,000 sq ft = \$1,000

2,001 sq ft & over = \$1,500

5. DISPLAY CHARACTERISTICS

- a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, CBSI will attempt to correct the situation once it is brought to our attention.
- b) Facility lighting may not illuminate all areas evenly and effectively. CBSI assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). CBSI assumes no responsibility for temperature levels at any time.

6. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by CBSI or, if no alternative is available, are required to forfeit their show participation rights.

7. STAFFING OF IN-PERSON EXHIBITS

- a) Exhibits must be staffed during all show hours.
- b) Exhibit removal prior to the final day's close of the show is strictly forbidden.
- c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

8. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

9. SALE OF MERCHANDISE

CBSI reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

10. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES

- a) Exhibitor releases and agrees to indemnify, defend and hold harmless CBSI, its contractors and their respective directors, officers, employees and agents, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any:

- (i) injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's participation in the show, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto;
- (ii) allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that is not Canadian Anti-Spam Legislation ("CASL") compliant, including for any negligent acts, omissions, or willful misconduct leading to an allegation or finding of CASL non-compliance; and
- (iii) any allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that infringes any intellectual property rights of any third party.

- b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Toronto International Boat Show, Canadian Boat Shows Inc., City of Toronto, The Board of Governors of Exhibition Place, Enercare Inc., Maple Leaf Sports & Entertainment Partnership, BPC Coliseum Inc., OVG Hospitality, Sypher & Associates Field Engineering Ltd. and their managers contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitees incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iii) any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the

use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, CBSI or their respective employees or contractors.

c) The Digital Platform used for the Show uses industry standard technology. Notwithstanding the foregoing, fluctuations and interruptions in the availability, performance, stability, and reliability of the Platform may occur. CBSI cannot control these factors, nor the telecommunications networks, the Internet services and network elements provided by third parties. CBSI accepts no liability for the said aforementioned factors. Furthermore, CBSI accepts no responsibility for errors and defects in the hardware and software used for the Digital Platform, including third party hardware and software. CBSI reserves the right to suspend or discontinue the virtual show without further notice.

d) This Agreement shall be governed by and construed in accordance with the substantive laws of Toronto, Ontario without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than Toronto, Ontario to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and the parties to this Agreement hereby consent to submit to the personal jurisdiction of, the courts of the Province of Ontario located in the city of Toronto. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance, or breach, including but not limited to any suit or action brought against Exhibitor by CBSI for the collection of fees or other sums due CBSI pursuant to this Agreement, the prevailing party's costs of such action, including reasonable attorneys' fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of this Agreement.

e) Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable legal fees, costs, expenses incurred.

11. INSURANCE

a) CBSI shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of CBSI or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by CBSI for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance:

i) Worker's compensation and employer's liability insurance covering its employees in the province in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that province's governing authorities.

ii) Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$2,000,000 and endorsed with Canadian Boat Shows Inc. and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

iii) Exhibitors using owned, leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$2,000,000 endorsed with Canadian Boat Shows Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to CBSI no later than 30 days before the scheduled move-in date for the show.

c) The Exhibitor understands that neither the Toronto International Boat Show, Canadian Boat Shows Inc., City of Toronto, The Board of Governors of Exhibition Place, Enercare Inc., Maple Leaf Sports & Entertainment Partnership, BPC Coliseum Inc., OVG Hospitality, Sypher & Associates Field Engineering Ltd., nor their respective directors, officers and employees (collectively the "indemnities") maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters.

12. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, servicemark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless CBSI and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

13. RULES AND REGULATIONS

a) CBSI shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect to the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any applicable CBSI terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, provincial, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle CBSI to terminate CBSI's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. CBSI's decision on all such matters shall be final.

b) Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse CBSI's trademarks ["the CBSI Marks including Toronto International Boat Show, (TIBS)"] and other intellectual property. If, in the reasonable belief of CBSI, (i) Exhibitor's activities infringe any of the CBSI Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the CBSI Marks on websites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of CBSI with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from CBSI's boat show websites and to Exhibitor's website web searches using the CBSI Marks, CBSI reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. CBSI's decision on all such matters shall be final.

c) No failure by CBSI to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that CBSI may have under this Agreement shall impair any right, power or remedy that CBSI may have under this Agreement.

NOTABLE BOAT SHOW RULES & REGULATIONS

- 1) Space for the 2023 Show is defined as In-Person and Digital unless otherwise indicated.
- 2) Exhibitors will be required to adhere to all safety protocols as put in place by the government of Ontario, Health Officials and CBSI.
- 3) The Fire Marshall reserves the right to restrict exhibits within the first foot of space on sides adjacent to aisles. This may be required to accommodate Fire Marshall Regulations if requested by the facility and safety engineer. Therefore, bulk and booth exhibits must be planned with one foot of open space on all aisle sides.
- 4) All exhibitors with a fire hose cabinet located within their space are required to leave a minimum 3' clearance in front of the cabinet for easy access. Fire extinguishers and pull stations must remain visible and accessible.
- 5) All exhibit areas are required to have floor covering (carpet, tile, plastic, etc.).
- 6) Fuel tanks should not contain in excess of one-half of the capacity. Where applicable, the positive connection to the battery must be disconnected.
- 7) Cash and carry retailing is limited to those exhibitors who have exhibit space in the designated retail areas: those areas are pending finalization of 2023 show layout with the exception of publications and logoed merchandise matching approved brands on display (i.e. boats, engines). This rule will be strictly enforced.
- 8) A sampling of non-marine product representing a company's other divisions may be approved by Show Management in advance. Other products will be limited to one item from non-marine category and may not exceed 20% of the exhibit space.
- 9) Box trailers are not permitted within exhibit spaces without written approval from Show Management prior to show opening. Approval may be granted subject to location, size, and use of trailer.
- 10) The Enercare Centre does not permit the operation of engines or display vehicles of any type inside the facility, unless permit approval has been received from the Enercare Centre.
- 11) All exhibitors intending to have a contest drawing in their display, involving the use of ballots must have them approved in writing by Show Management prior to show opening.

- 12) All exhibitors must comply with the Occupational Health & Safety Act, governed by the Province of Ontario. On-site staff & contracted suppliers must always adhere with these regulations while on the property of the Enercare Centre. These regulations will be strictly enforced by both Show Management and Ministry of Labour. Any fines, or costs incurred as a result of labour stoppage, will be at the sole expense of the exhibitor.
- 13) In the categories of power and sail boats the Toronto Boat Show permits each brand to be displayed in one exhibit space.
- 14) Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.
- 15) Enercare Centre requires exhibitors to adhere to all Collective Agreements in place between Exhibition Place and the Unions representing: Labour, Exhibit Construction, Material Handling & Cleaners, Audio Visual Production Technicians & Stagehands, Carpentry, Painting, Electrical, Parking Services and Plumbing & Mechanical. These agreements impact the way in which work needs to be done on site and union labour must be hired when work in your space involves these trades.
- 16) Platforms in excess of 107 sq.ft. must adhere to the city of Toronto's permanent building code for temporary structures.
- 17) Boat Show Staff will receive and sign for advanced shipments but are not responsible for any misplaced or lost items.

NOTE: Please refer to the Exhibitor Kit for a full list of the show Rules and Regulations found online @ www.torontoboatshow.com